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Attorneys for Defendant
**FATHER & SON MOVING & STORAGE/
 A NICE JEWISH BOY MOVING & STORAGE**

**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

BARBARA LIPPOLD,)	Case No.: 08 CV 0719 BTM(RBB)
)	
Plaintiff,)	DEFENDANT'S RESPONSE TO
vs.)	ORDER TO SHOW CAUSE WHY
)	CASE SHOULD NOT BE
)	REMANDED
FATHER & SON MOVING & STORAGE and)	
DOES 1-10,)	
)	
Defendants.)	

In 1993, Plaintiff Barbara Lippold stored household goods at Father & Son Moving & Storage's San Diego facility, and merged additional boxes "packed by owner" into the same facility. With the express consent of plaintiff, defendant transferred the large sealed containers of all of Lippold's goods directly to its Van Nuys storage facility. Thereafter, in August 2006, plaintiff requested that the goods be transported to her new home in Rio Rico, Arizona. Father & Son/A Nice Jewish Boy as agent for National Van Lines, arranged for National Van Lines to retrieve Plaintiff's goods from storage in Van Nuys and transported to Arizona, where the items were unloaded and plaintiff inspected her property.

Father & Son Moving & Storage/A Nice Jewish Boy Moving & Storage is an agent for interstate carrier National Van Lines, and as such, all transactions involving interstate transportation fall under 49 U.S.C. 14706, The Carmack Amendment. Plaintiff's state claims for breach of contract and negligence are therefore wholly preempted by Carmack. The National Van Lines

1 documentation – estimate, Addendum to Estimate (showing Nice Jewish Boy as the carrier’s
2 representative), Bill of Lading, and damage report – are attached as Defendant’s Exhibit A.

3 The case of Glass v. Crimmins Transfer Co., 299 F. Supp. 2d 878 (2004) is directly on point.
4 The Glass plaintiffs stored household goods at a facility in Illinois in 1995. Additional items were
5 packed and stored in that warehouse in 1997. In 1998, a flood occurred at the storage facility in
6 Illinois. In 1999, United Van Lines (Crimmins was a designated agent for United) retrieved the
7 items thereafter and moved them to plaintiffs' new home in Florida, where the damage was
8 discovered. The Glass plaintiffs filed their claim for property damage, emotional distress and
9 physical injury in Illinois state court, but the Carmack Amendment was held to preempt all state
10 claims and the suit was properly removed based upon federal question jurisdiction. The goods were
11 subject to a interstate carrier bill of lading, which brought the matter under Carmack.

12 In York v. Day Transfer Company, Apollo Van Lines, Inc., and Andrews Storage and
13 Warehouse, 525 F. Supp. 2d 289 (2007), the plaintiff, a Major in the United States Marine Corps,
14 was transferred from Texas to Rhode Island, and had his household goods transported accordingly.
15 The goods arrived undamaged through transportation, but sustained mold damage during the storage
16 period in Rhode Island, prior to the delivery within Rhode Island. The mold damage was discovered
17 upon unload. Day Transfer’s agent arranged for Apollo Van Lines to transfer the items, and as such
18 the goods were under an interstate carrier bill of lading.

19 The York plaintiff brought state claims for the damage, and defendant removed the matter to
20 federal court. The court had an obligation to scrutinize the removal, despite the fact that plaintiff did
21 not challenge it, and held that because the goods were subject to an interstate bill of lading, the
22 Carmack Amendment “wholly displaced the state law cause of action through complete pre-
23 emption”.

24 “The notion that federal law reigns supreme and preempts state law when uniformity on a
25 national level is required is one of long standing.” Cleveland v. Beltman N. Am. Co., Inc., 30 F.3d
26 373, 378 (2nd Cir. 1994). The reach of Carmack extends to “[a]lmost every detail of the subject . . .
27 so completely that there can be no rational doubt that Congress intended to take possession of the
28 subject and supersede all state regulation with reference to it.” Adams Express Co. V. Croninger,

1 226 U.S. 491, 505-06 (1913). The "remedy provision of Carmack preempts all state and common
2 law remedies inconsistent with the Interstate Commerce Act". Hughes v. United Van Lines, 829
3 F.2d 1407, 1415 (7th Cir 1987). This includes breach of contract and negligence, as is plead here.
4 Insurance C. Of North America v. NNR Aircargo Service (USA), Inc. 201 F.3d 1111 (9th
5 Cir. 2000) is distinguishable in that the parties were not invoking Carmack as a question of
6 jurisdiction, but rather as to whether the limitation of liability provisions of Carmack applied to a
7 matter which was already originally brought in federal court. The case involved an overseas
8 shipping contract for the transportation of a shipment of Dunlop golf balls from Japan to the United
9 States. The shipment was to be held in NNR's warehouse in California, where one of the golf ball
10 containers was stolen. The court was asked to apply Carmack, because the interstate carrier remedy
11 system gives full force and effect to the limitations of liability clause, contracted for by both parties.

12 Because there was no question that NNR was only hired to transport the golf balls from
13 Japan to the United States, and that the interstate truck line between California and South Carolina
14 was chosen by Dunlop, not by the warehouse NNR, the court held that Carmack did not apply, and
15 that common law theories of contract interpretation applied.

16 The instant matter involves a situation like that in Glass and York, and should be resolved in
17 the same manner.


18 CONCLUSION

19 Defendant respectfully submits that this matter is within the exclusive jurisdiction of the
20 federal court, and should not be remanded.

21
22 Dated: May 12, 2008

**MANNING & MARDER
KASS, ELLROD, RAMIREZ LLP**

23
24
25 By:


Marguerite T. Lieu
Christopher R. Allison
Attorneys for Defendant
FATHER & SON MOVING & STORAGE

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A NICE JEWISH BOY, dba FATHER & SON MOVING & STORAGE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BARBARA LIPPOLD,

Plaintiff,

vs.

FATHER & SON MOVING & STORAGE and
DOES 1-10,

Defendants.

Case No.: 08 CV 0719 BTM RBB

**CERTIFICATE OF SERVICE ON
ADVERSE PARTY OF
DEFENDANT'S RESPONSE TO
ORDER TO SHOW CAUSE WHY
CASE SHOULD NOT BE
REMANDED**

I CERTIFY AND DECLARE THAT:

I am employed in County of San Diego. I am over the age of 18 and not a party to this action. My business address is 550 West C Street, Suite 1900, San Diego, California 92101.

On May 12, 2008, I served the following documents:

- 1) Defendant's Response to Order to Show Cause Why Case Should Not Be Remanded

on the adverse party in this action by placing true copies of the documents in a sealed envelope, addressed as follows:

Richard G. Bain, Attorney at Law
275 East Douglas, Suite 113
El Cajon, CA 92020-4548

///

1 I deposited said envelope, as so addressed, with postage fully prepaid, in the United States
2 mail at San Diego, California.

3 I am readily familiar with Manning & Marder, Kass, Ellrod, Ramirez LLP's practice of
4 collection and processing correspondence for mailing. Under that practice, documents are
5 deposited with the U.S. Postal Service on the same day which is stated in the proof of service, with
6 postage fully prepaid at San Diego, California in the ordinary course of business. I am aware that
7 on motion of party served, service is presumed invalid if the postal cancellation date or postage
8 meter date is more than one day after the date stated in this proof of service.

9 I declare under the penalty of perjury under the laws of the United States of America that
10 the foregoing is true and correct and that I am employed in the office of a member of the bar of this
11 court at whose direction the service was made.

12 Executed on **May 12, 2008** at San Diego, California.

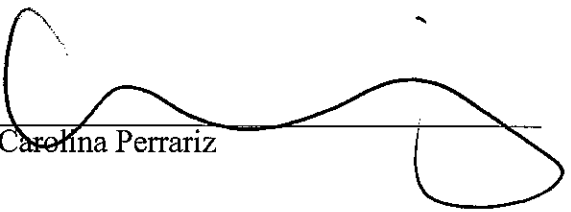
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15 Carolina Perrariz
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EXHIBIT “A”

IMPORTANT: COMPLETE OTHER SIDE FIRST



NATIONAL VAN LINES, INC.
2800 ROOSEVELT ROAD, BROADVIEW, ILLINOIS 60155 (800) 333-6851



EOS

U.S. DOT No. 76628

ESTIMATED COST OF SERVICES - ORDER FOR SERVICE
The Carrier's tariffs may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing the shipment.

☒ COD ☐ GSA ☐ Natl. Acct. ☐ Nat'l Acct/COD ☐ Self Haul

B/L#

Reg.#

O/F B/L#

Visual Survey? ☐ Yes ☒ NOShipper Barbara LippoldConsignee Barbara Lippold

520-761-1593

Street NJB Whse 7635 Haskell AveStreet 360 Via Capri

Phone

City Van Nuys, CA 91406 State ZipCity Rio Rico Arizona 85648 State ZipCounty Los Angeles Apartment/Floor

County Apartment/Floor

Elevator Service ☐ Yes ☐ NoContact for notification of arrival/charges: ☐ Yes ☐ No

Work Phone No. Fax No.

Contact Name

Cell Phone No.

Street Phone

Email:

City State Zip

Agreed Load Dates 8-10-06 to 8-18-06Agreed Delivery Dates 8-17-06 to 9-1-06

Packing Date Preferred

Destination Agent National Van Lines Acct#Driver to Pack ☐ Loading out of NTS or Permanent Storage ☐Address Roosevelt Rd 800-323-1962 Phone

National Account Name

City Broadview Illinois State Zip

Natl. Acct. Credit Clearance #

Note: Pursuant to the provisions of Item 6908 of STB HGB 104-G, carrier will be responsible for delay-related expenses such as reasonable commercial lodging, 50% of reasonable food and other out-of-pocket expenses for shipments weighing more than 3000 pounds when a claim is filed within 30 days after delivery and receipts are provided. In lieu of receipts, a \$50 per diem will be honored.

SSN (GSA) GBL# (GSA)

Booking Agent Name Acct#

Origin Agent Name Acct#

Charges to be paid by client (Cashiers, Certified, Bank Official, Pre-approved and Travelers only), or Cash, or US Postal Money Order, or pre-approved credit card (Visa, MasterCard, Discover and American Express only).

Name EXTRA PICKUP

Name EXTRA DELIVERY

Street

Street

City Zip Phone

City Zip Phone

Name EXTRA PICKUP

Name EXTRA DELIVERY

Street

Street

City Zip Phone

City Zip Phone

ESTIMATED COST ON PACKING & UNPACKING (Containers are included in the Custom Packing rate*)

CUSTOM PACKING CUSTOM UNPACKING

Full Service Packing ☐ Yes ☐ No

NUMBER RATES CHARGES NUMBER RATES CHARGES

Dish-pack, drum, etc...

Cartons less than 3 cubic feet

3 cubic feet

4 1/2 cubic feet

6 cubic feet

Wardrobe Carton

Crib Mattress Carton

Mattress Carton (not exceeding 39 x 75)

Mattress Carton (not exceeding 54 x 75)

Mattress Carton (exceeding 54 x 75)

Mattress Carton (exceeding 39 x 80)

Corrugated Containers (mirrors, paintings, etc.)

Crates (custom made for mirrors, paintings, glass tops, etc.)

*Customers may not refuse purchase guarantees only on an interstate basis. Containers will have to be provided at the local level. Local laws will apply.

Packing Subtotal \$ Unpacking Subtotal \$

TARIFF 400N SECTION 3 PEAK Y/N N DISCOUNT% 40

SPECIAL SERVICES ORDERED BY SHIPPER

Est. Weight Cube Binding Wgt Miles

☐ Space Reservation ☐ Expedited Service (Deliver On or Before)

DESCRIPTION RATE CHARGES

Exclusive Use of Vehicle Cubic Feet

Linehaul Transportation (18000 lb. Minimum)

REPLACEMENT VALUE PROTECTION (Amount \$) OR BASIC COVERAGE

Insurance Related Surcharge 4%

A Replacement Value Protection, No deductible D 60¢ Per Lb. Per Article

Fuel Surcharge % 12%

B Replacement Value Protection, \$250 deductible

Short Haul Allowance

C Replacement Value Protection, \$500 deductible

Item 135 (Origin)

SUMMARY OF ESTIMATES (circle one please)

Item 135 (Destination)

1 NON-BINDING ESTIMATE (Table of Measurements Required). THIS REPRESENTS THE CHARGES FOR ONLY THOSE ITEMS LISTED ON THE TABLE OF MEASUREMENTS AND THOSE SERVICES INDICATED ON THE ESTIMATE. THIS NON-BINDING ESTIMATE IS NOT A GUARANTEE THAT THE ACTUAL CHARGES WILL NOT EXCEED THE AMOUNT OF THE ESTIMATE. COMMON CARRIERS ARE REQUIRED BY LAW TO COLLECT TRANSPORTATION AND OTHER INCIDENTAL CHARGES COMPUTED ON THE BASIS OF THE RATES SHOWN IN THEIR LAWFULLY PUBLISHED TARIFFS, REGARDLESS OF PRIOR ESTIMATES MADE BY THE CARRIER OR ITS AGENTS. EXACT CHARGES FOR LOADING, TRANSPORTING, AND UNLOADING ARE BASED UPON THE WEIGHT OF THE GOODS TRANSPORTED, AND IT MAY NOT BE POSSIBLE TO DETERMINE SUCH CHARGES UNTIL THE GOODS ARE LOADED ON THE VAN AND WEIGHED. CHARGES FOR ADDITIONAL SERVICES THAT YOU REQUEST OR THAT ARE REQUIRED TO COMPLETE YOUR SHIPMENT WILL BE ADDED TO THE TRANSPORTATION CHARGES.

Bulky Articles (see cube sheet) Qty

IF THE TOTAL TARIFF CHARGES FOR THE LISTED ARTICLES AND SERVICES EXCEED THE ESTIMATE BY MORE THAN TEN PERCENT, THEN, UPON YOUR REQUEST, THE CARRIER MUST RELINQUISH POSSESSION OF YOUR SHIPMENT UPON PAYMENT OF NOT MORE THAN 110 PERCENT OF THE ESTIMATED CHARGES. YOU ARE STILL OBLIGATED TO PAY THE BALANCE OF THE TOTAL CHARGES 30 DAYS AFTER DELIVERY OF THE GOODS.

Packing/Unpacking: Custom CWT

2 GUARANTEED PRICE (Written Visual Estimate Required*). THIS REPRESENTS THE CHARGES FOR ONLY THOSE ITEMS LISTED ON THE TABLE OF MEASUREMENTS AND THOSE SERVICES INDICATED ON THE ESTIMATE. CHARGES FOR ADDITIONAL SERVICES AT ORIGIN OR DESTINATION THAT YOU REQUEST OR THAT ARE REQUIRED TO COMPLETE YOUR SHIPMENT WILL BE ADDED TO THIS TOTAL.

*CWT packing excludes autos & weight additives

3 CUSTOMER BENEFIT ESTIMATE (Written Visual Estimate Required*). (GUARANTEED PRICE OR ACTUAL CHARGES WHICHEVER IS LESS). THIS REPRESENTS THE CHARGES FOR ONLY THOSE ITEMS LISTED ON THE TABLE OF MEASUREMENTS AND THOSE SERVICES INDICATED ON THE ESTIMATE. CHARGES FOR ADDITIONAL SERVICES AT ORIGIN OR DESTINATION THAT YOU REQUEST OR THAT ARE REQUIRED TO COMPLETE YOUR SHIPMENT WILL BE ADDED TO THIS TOTAL.

Additional Services By Location Performed Org. Dest.

Uniquely Assigned Shipper #

Extra Stops Org. Dest.

I acknowledge prior receipt of (please initial each):

Mini-Storage or Mini-Warehouse Service

☐ "Your Rights and Responsibilities When You Move"

Auxiliary Service Wgt. Miles

☐ "Here's what you need to know about Placing a Value on Your Household Goods"

Advanced 3rd Party Charges (Do Not Discount)

☐ Shipment Before You Move

Day Certain Pickup

☐ The "AMSA Dispute Settlement Program"

Extra Labor Men Hours Each

☐ I also understand that the potential for shuttle charges at either origin or destination exists, if the vehicle assigned to my shipment is unable to be safely and legally positioned at a reasonable distance from my residence. Bridge and ferry charges will also apply if required.

S.I.T. Discount % 1st Day

I hereby request the above-named carrier to furnish the transportation facilities and services

S.I.T. Additional Days

S.I.T. Pickup/Delivery Miles

S.I.T. Insurance Related Surcharge

S.I.T. Fuel Surcharge %

S.I.T. Valuation % total valuation premium every 15 days

Less Discount

Valuation (Do Not Discount)

Total Estimate 5570.15

Estimate Type is Non-Binding

Total Estimate Plus 10%

Prepayment Amount

This estimate is limited to those articles listed on the Table of Measurements found on the reverse side. Binding and customer benefit estimates are protected for 60 days. Transportation must

Bill of Lading No. 162343
 Shipper Lippold



Date August 10, 2006

ADDENDUM TO THE ORDER FOR SERVICE/ESTIMATE

Previous Weight _____
 New Weight _____
 Previous Price _____
 New Price Total _____

Date Changes (if applicable)

New Agreed Date

Pack Date:

Load Date: 8/14 to 8/18/06

Delivery Date: _____

PLEASE INITIAL ALL THAT APPLY

_____ This addendum to the Order For Service/Estimate is executed in consideration of added household good items by the Customer, which were not previously shown, thus, not included on the Carrier's Table of Measurements.

_____ This addendum to the Order For Service/Estimate is executed in consideration of added services and/or items to be packed, which have been added by the Customer subsequent to the issuance of the Carrier's estimate.

_____ This addendum to the Order For Service/Estimate is executed in consideration of added services that are required per the driver in order to conduct the transport and/or delivery of the shipment.

_____ This addendum to the Order For Service/Estimate is executed in consideration of a change in estimate designation to (select one): ☐ Non-Binding ☐ Binding ☐ Customer Benefit.

SERVICE	DETAILS	PRICE
<input type="checkbox"/> SHUTTLE (due to) _____	_____	_____
<input type="checkbox"/> LABOR (for) _____	_____	_____
<input type="checkbox"/> 3 RD PARTY SERVICE (for) _____	_____	_____
<input type="checkbox"/> PACKING (itemize on form 806) _____	_____	_____
<input type="checkbox"/> UNPACKING (itemize on form 806) _____	_____	_____
<input type="checkbox"/> STORAGE-IN-TRANSIT _____	_____	_____
<input checked="" type="checkbox"/> OTHER (due to) <u>Load dates spread changed to 8/14 + 8/18/06</u>	_____	_____

The request for change was made:

- ☒ Prior to loading
☐ While loading
☐ En route
☐ At destination

SHIPPER DECLINES THE FOLLOWING SERVICES

- ☐ SHUTTLE (due to) _____
☐ LABOR (for) _____
☐ 3RD PARTY SERVICE (for) _____
☐ OTHER (due to) _____

By signing this form, Shipper acknowledges that additional articles and/or services have been added by them since the original estimate was provided by the Carrier. Shipper agrees to applicable charges for the weight and/or services that apply subject to Tariff of the Carrier. Destination services not noted on original estimate or Order for Service, will result in additional charges.

Shipper's Signature _____

Date _____

Carrier's Representative _____

Date 8/10/06

Form 810 Rev 06/2004





U.S. DOT No. 76628

HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

EXECUTIVE OFFICES: Broadview, Illinois 60155 - Telephone: 708-450-2900

NVL Customer Service Call 800-333-6851

NOTICE: Carrier's tariffs, by this reference, are made a part of the bill of lading and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing the shipment. Incorporated tariff provisions include but are not limited to those: (1) Establishing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of this bill of lading; (2) Setting the time periods for filing claims; the principal features of which are described on the reverse side of this bill of lading in Section 6; and, (3) Reserving the carrier's right to assess additional charges for additional services performed and, on non-binding estimates, to base charges upon the exact weight of the goods transported.



162343

SHIPPER'S NAME Mr. & Mrs. J. L. Smith		CONSIGNEE NAME Mr. & Mrs. J. L. Smith	
LOADING ADDRESS 214 S. Main St.		DELIVERY ADDRESS 214 S. Main St.	
CITY, STATE, ZIP Chicago, IL 60601		CITY, STATE, ZIP Chicago, IL 60601	
PHONE 312-751-1234 COUNTRY USA		PHONE 312-751-1234 COUNTRY USA	
PICKUP SPREAD FROM 5-10-08 TO 5-18-08		DELIVERY SPREAD FROM 5-17-08 TO 5-18-08	
EXTRA P/U CONTACT NAME		NOTIFY CONTACT AND NOTIFY NAME	
ADDRESS PHONE		ADDRESS PHONE	
CITY & STATE ZIP		CITY & STATE ZIP	
LOAD DATE		EXTRA DELIVERY CONTACT NAME	
INTERLINE CARRIER		ADDRESS PHONE	
INTERLINE ADDRESS		TARIFF NO. 400H SECTION 3 TENDER NO. COMMODITY NAME & CODE HHG	
BILL ACCT.		GROSS WEIGHT 47380 NET WEIGHT 10200	
CITY, STATE, ZIP		B/L Discount 40	
PURCHASE ORDER GBL NO., ACCT. NO.		SIT Discount 40	
ATTN. OF:		Packing Selected Custom <input type="checkbox"/> CWT <input type="checkbox"/>	
<input type="checkbox"/> COD COLLECT (AGENT NAME) ACCT.#		I SERVICE I ACCT. # RATE CHARGE	
CHARGES COMPUTED BY NJB 3457		LINEHAUL CHARGE \$ 5163.04	
BOOKER NJB 3457		INSURANCE RELATED SURCHARGE 4% 206.52	
ORIGIN AGENT NJB 3457		FUEL SURCHARGE OF CHARGED LINEHAUL 12% 619.56	
1 ST HAULER VEHICLE#		SHORT HAUL CHARGE	
2 ND HAULER		ITEM 135 - ORIGIN 370.80	
DESTINATION AGENT		ITEM 135 - DESTINATION 181.69	
RESIDENCE PICKUP		BULKY ARTICLE CHARGES SPECIFY ARTICLE	
TOTAL PACKING BY		TOTAL PACKING CHARGES (CUSTOM PACKING REQUIRES A COMPLETED AND SIGNED 806 FORM)	
UNPACKING BY		TOTAL UNPACKING CHARGES	
CUSTOMER'S DECLARATION OF VALUE THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE		EXTRA STOPS <input type="checkbox"/> ORG. <input type="checkbox"/> DEST. ZIP	
Unless you select the Alternative Level of Liability shown below your shipment will be transported under your mover's FULL (REPLACEMENT) VALUE level of liability. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. An additional charge applies for this level of liability; to avoid this additional charge, you must select the Alternative Level of Liability shown below.		MINI-STGE/MINI-WH SERVICE <input checked="" type="checkbox"/> ORG. <input type="checkbox"/> DEST. ZIP	
Under the Full (Replacement) Value level of liability your shipment will be transported based on a value of not less than \$5000 or \$5.00 per pound multiplied by the actual weight of the shipment, whichever is greater. If you wish to declare a higher value for your shipment, you must indicate that amount below.		AUXILIARY SERVICE (ORG.) WGT MILES ZIP	
The value of my shipment is: _____		AUXILIARY SERVICE (DEST.) WGT MILES ZIP	
You must also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment (if you do not make a selection, the "No Deductible" level will apply):		3 RD PARTY CHARGES (DO NOT DISCOUNT)	
No Deductible () \$250 Deductible () \$500 Deductible ()		DAY CERTAIN PICKUP	
(Initial) (Initial) (Initial)		EXTRA LABOR <input type="checkbox"/> ORG. <input type="checkbox"/> DEST. MEN HOURS	
ALTERNATIVE LEVEL OF LIABILITY: Released Value of 60 Cents Per Pound Per Article. (Waiver of Full (Replacement) Value)		OTHER	
If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 Cents per pound per article. This is the basic liability level and is provided at no charge. It is considerably less than the average value of household goods. If you do not select this Alternative Level of Liability, your shipment will be transported at the Full (Replacement) Value level of liability and you will be assessed the applicable valuation charge.		IN SIT (DATE) OUT SIT (DATE)	
To waive the Full (Replacement) Level of liability and to select the Alternative Level of Liability, you must write, on the line below, the words "60 cents per pound".		SIT 1ST DAY AT CWT. WEIGHT	
The value of my shipment is: _____		SIT FOR ADDITIONAL DAYS RATE	
Your signature is REQUIRED here: I acknowledge that for my shipment I have 1) either waived the Full (Replacement) Level of liability OR declared a value under the Full (Replacement) Level of liability and selected a deductible amount, if appropriate, and 2) received and read a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.		SIT PICKUP/DELIVERY MILES	
(Customer's Signature) (Date)		SIT INSURANCE RELATED SURCHARGE	
EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION: I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.		SIT VALUATION CHARGE (Do Not Discount)	
(CUSTOMER'S SIGNATURE AT TIME OF PICKUP AT RESIDENCE) DATE		LESS DISCOUNT	
X (DRIVER'S SIGNATURE AT TIME OF PICKUP FROM RESIDENCE)		VALUATION (Do Not Discount)	
		TOTAL OF ALL CHARGES	
		TOTAL ESTIMATED MAXIMUM CHARGES TO BE COLLECTED AT DELIVERY	
		PREPAYMENT COLLECTED ON By Acct#	
		BALANCE DUE COLLECTED ON By Acct# Subject to Subsequent Audit	
		CHARGES TO BE PAID BY CHECK (CASHIERS, CERTIFIED, BANK OFFICIAL, PRE-APPROVED AND TRAVELERS ONLY), OR CASH, OR US POSTAL MONEY ORDER, OR PRE-APPROVED CREDIT CARD (VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS ONLY).	
		AGENT TO BE CONTACTED AT DESTINATION REGARDING SHIPMENT, IF NONE SHOW NVL BROADVIEW	
		NAME PHONE	
		ADDRESS	
		<input type="checkbox"/> RESIDENTIAL DELIVERY <input type="checkbox"/> WAREHOUSE S.I.T. CONTROL#	
		WAREHOUSE PHONE	
		ADDRESS	
		RECEIVED BY: X DATE	
		CONSIGNEE'S ACKNOWLEDGMENT OF DELIVERY	
		(SERVICES COVERED BY THIS BILL OF LADING WERE RENDERED AND SHIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ON THE INVENTORY)	
		SIGNATURE OF CONSIGNEE FOR RESIDENCE DATE DRIVER'S SIGNATURE FOR DEL. RES. OR W/H.	

8/19/06

Lippold
162343

RIDER TO INVENTORY - OSD REPORT

FOR CARRIER'S USE ONLY. — OVERAGE, SHORTAGE & DAMAGE REPORT

INVENTORY NUMBER	ITEM	DAMAGE OR SHORTAGE — COMPLETELY DESCRIBE IF DAMAGED —
162	Dresser	(10, 2, 9, 5, 4, 7, Ch, G, S, C, W)
134	Dresser	(2, 5, 3, 7, Ch, BR, W) (10, 7, 3, Ch)
58	China Hutch Top	(10, 4, DS) (10, 7, DS) (8, 9, 10, 12, 4, Ch)
67	Dresser	C Backing Loose
93	File Cab Black	(7, Lge Pent Right Side + 4
100	Wardrobe	
82	Dresser	(10, Drawers, 5, 9, 2, Broken) All Drawers SCS
28	Table	Every thing is Broken Legs on All Them
68	Distorted Table Top	(Long Gauge on Top (2 Legs Broken
171	Head Board	(5, 4, 3, DS, W, F) (8, 9, 10, 2, 13, DS, F, SCS, Ch)
81	Dresser	(SCS, G, S, DS, 4 All Over)
63	us Chair green	(Both Arms Torn
91	Sewing Desk	(10, SCS, All over) (2, 4, 5, 3, BR)
71	Sm Book Case	(10, BR)
57	Chair Dining	(4, Seat, Badly Torn

BOTH THE AGENT AND THE DRIVER MUST SIGN

PARTY RELEASING SHIPMENT

IMPORTANT

PARTY ACCEPTING SHIPMENT

WAREHOUSEMAN: PLEASE WRITE
YOUR AGENCY NAME AND LOCATION.DRIVER: PLEASE WRITE NAME,
AGENCY # OR CONTRACTOR #.